

The David J. Joseph Company

October 11, 1995

17432-F  
OCT 10 1995 10:12 AM

Ms. Mildred Lee  
Interstate Commerce Commission  
12th & Constitution Ave., N W  
Room 2303  
Washington, DC 20423

Dear Ms Lee.

Enclosed is an original and one copy of the Partial Termination of Security Agreement dated as of September 27, 1995, between the following parties

Debtor                      Shawmut Bank Connecticut, National Association  
777 Main Street  
Hartford, CT 06115

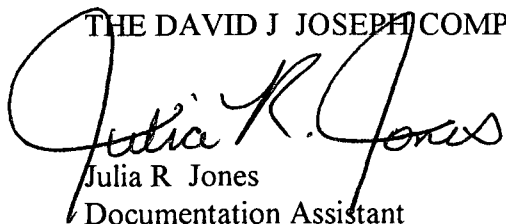
Security Trustee        Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19890-0001

The Security Agreement-Trust Deed to which this document is connected to is recorded under Recordation No 17432-A and the Security Agreement Supplement No 2 is recorded under Recordation No 17432-C.

Please see Schedule A attached hereto for the Equipment involved in this transaction.

Please file this agreement as a secondary document The amount of \$21 00 is included in the enclosed check

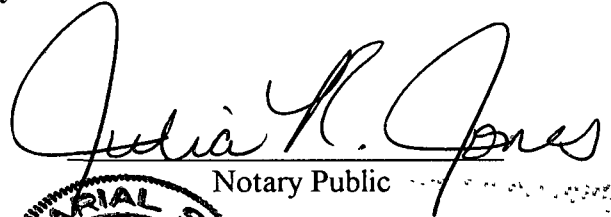
Sincerely,

THE DAVID J JOSEPH COMPANY  
  
Julia R Jones  
Documentation Assistant

Enclosures

**CERTIFICATE**

The undersigned, Julia Jones, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document

  
Notary Public



**JULIA R. JONES**  
Notary Public, State of Ohio  
My Commission Expires Feb. 27, 2009

17432-F  
FILED 1425

OCT 10 1995 10 20 AM

**PARTIAL TERMINATION OF SECURITY AGREEMENT**

Commission

This Partial Termination of Security Agreement-Trust Deed, dated as of September 27, 1995, by and between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, successor to The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee ("Debtor") and WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee ("Security Trustee").

WHEREAS, Debtor and Security Trustee are parties to a Security Agreement-Trust Deed, dated as of July 1, 1991 ("Security Agreement"); and

WHEREAS, the Security Agreement-Trust Deed was duly filed for recordation with the Interstate Commerce Commission ("ICC"), pursuant to 49 U.S.C. Section 11303, on July 15, 1991 at 10:00 a.m. and given Recordation Number 17432-A; and

WHEREAS, Security Agreement Supplement No. 1 was duly filed for recordation with the Interstate Commerce Commission ("ICC"), pursuant to 49 U.S.C. Section 11303, on July 15, 1991 at 10:00 a.m. and given Recordation Number 17432-C; and

WHEREAS, Debtor and Security Trustee desire to terminate and cancel the Security Agreement with respect to the equipment described herein and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Debtor and Security Trustee, intending to be legally bound, agree as follows:

1. Debtor and Security Trustee hereby terminate and cancel the Security Agreement, effective September 27, 1995 with respect to the equipment described on Schedule A attached hereto (hereinafter, "Terminated Equipment").

2. The parties agree to record this Partial Termination of Security Agreement with the ICC so as to release any lien against the Terminated Equipment created by or arising out of the Security Agreement.

3. Nothing herein contained shall be construed to terminate and cancel the Security Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4...-This Partial Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Partial Termination of Security Agreement.

IN WITNESS WHEREOF, the Debtor and Security Trustee have caused this Partial Termination of Security Agreement to be executed and delivered by their duly authorized officers as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION  
not in its individual capacity  
but solely as Owner Trustee  
**DEBTOR**

By: Susan T. Kelly  
Its: Vice President

WILMINGTON TRUST COMPANY  
not in its individual capacity  
but solely as Security Trustee  
**SECURITY TRUSTEE**

By: \_\_\_\_\_  
Its: Vice President

4. This Partial Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Partial Termination of Security Agreement.

IN WITNESS WHEREOF, the Debtor and Security Trustee have caused this Partial Termination of Security Agreement to be executed and delivered by their duly authorized officers as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION  
not in its individual capacity  
but solely as Owner Trustee  
**DEBTOR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

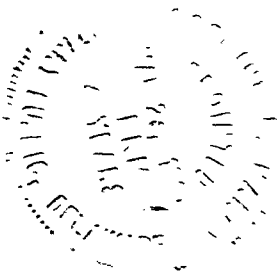
WILMINGTON TRUST COMPANY  
not in its individual capacity  
but solely as Security Trustee  
**SECURITY TRUSTEE**

By:     *W.L.*      
Its: Vice President

STATE OF DELAWARE )  
 : SS.:  
COUNTY OF NEW CASTLE )

On this, the 27<sup>th</sup> day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared John M. Benson Jr., to me personally known, who being by me duly sworn, says that he is a Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



John M. Benson Jr.  
Name:  
Notary Public  
My Commission Expires:  
Residing in

Wilmington, Delaware  
09801  
09/01/97

STATE OF CONNECTICUT )  
 : SS.:  
COUNTY OF HARTFORD )

On this, the \_\_\_\_ day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in

termina.914

STATE OF DELAWARE )  
 : SS.:  
COUNTY OF NEW CASTLE )

On this, the \_\_\_\_ day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

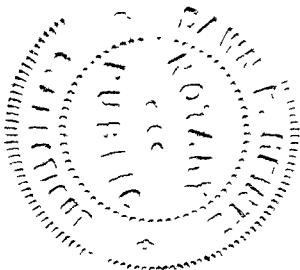
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in

STATE OF CONNECTICUT )  
 : SS.:  
COUNTY OF HARTFORD )

On this, the 27<sup>th</sup> day of September, 1995, before me, a Notary Public in and for said County and State, personally appeared SUSAN T. KENT, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Dawn P. Hei  
Name: **DAWN P. HEI**  
Notary Public **NOTARY PUB.**  
My Commission Expires: **MY COMMISSION EXPIRES MAY 31, 1997**  
Residing in **SIMSBURY, CT**

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# SCHEDULE A

AEPX	2624
AEPX	2625
AEPX	2631
AEPX	2633
AEPX	2657
AEPX	2671
AEPX	2688
AEPX	2703
AEPX	2704
AEPX	2711
AEPX	2714
AEPX	2723
AEPX	2733
AEPX	2747
AEPX	2758
AEPX	2773
AEPX	2784
AEPX	2787
AEPX	2796
AEPX	2818
AEPX	2824
AEPX	2835
AEPX	2841
AEPX	2846
AEPX	2867
AEPX	2870
AEPX	2876
AEPX	2878
AEPX	2892
AEPX	2905
AEPX	2906
AEPX	2911
AEPX	2915
AEPX	2921
AEPX	2923
AEPX	2927
AEPX	2937
AEPX	2965
AEPX	2974
AEPX	2977
AEPX	2987
AEPX	2995
AEPX	2996
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AEPX	3023
AEPX	3035
AEPX	3042
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AEPX	3049
AEPX	3061
AEPX	3065
AEPX	3066
AEPX	3075
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AEPX	3094
AEPX	3115
AEPX	3130
AEPX	3160
AEPX	3161
AEPX	3170
AEPX	3174
AEPX	3175
AEPX	3185
AEPX	3192
AEPX	3193